

### School Letting Contract of Agreement

<b>The Governing Body of Notre Dame High School, Fulwood Road, Sheffield, S10 3BT</b>				
The Hirer:				
Hirer Address:				
Hirer Telephone No.:				
Area of School to be Used:				
Specific Nature of Use:				
Maximum Attendance:				
Details of Any School Equipment to be Used (an additional charge may apply):				
Date(s) of Hire:				
Period(s) of Hire (start / finish):				
Charge (per hour / per session)	£	Hour	£	Session

I have enclosed the following completed documentation in respect of my booking:  
Please Tick (where appropriate)

- |  |                          |
|--|--------------------------|
| Public Liability Insurance Certificate   | <input type="checkbox"/> |
| Disclosure & Barring Service (DBS) Check for all Coaches/Teachers/Leaders (if players/students under 18) | <input type="checkbox"/> |
| Child Protection / Safeguarding Policy & Procedure   | <input type="checkbox"/> |
| Alcohol Licence/Temporary Events Notice (TEN)  | <input type="checkbox"/> |
| Performing Rights Society (PRS) or Public Performance Licence (PPL)                                      | <input type="checkbox"/> |

If documentation is not included please state why:

- The Governing Body agrees to let the premises to the Hirer on the date(s) and for the period(s) detailed above, upon payment of the charge specified.
- The Hirer accepts and agrees to all of the terms and conditions of hire as set out in the attached Terms and Conditions document (and has signed this document as confirmation).
- **The Hirer confirms that adequate and appropriate insurance cover is in place for the activity to be carried out where necessary – see section 16 of the Lettings Terms and Conditions.**

The Hirer:

**Name:** \_\_\_\_\_ **Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

On Behalf of the Governing Body:

**Name:** \_\_\_\_\_ **Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Privacy Notice**

Personal information on this form is collected in order that we are able to keep accurate details on record for you in relation to the hire agreement. We will not share the details on this form without obtaining prior written consent from you.

**The school Privacy Policy can be accessed on the school website or by emailing [data@notredame-high.co.uk](mailto:data@notredame-high.co.uk) . This policy provides fuller details about the way in which we use data, the length of time we store data for and who we will share personal data with.**

## **Appendix 4 - TERMS AND CONDITIONS FOR THE USE AND HIRE OF PREMISES**

**1. This Agreement is between Notre Dame High School, Fulwood Road, Sheffield, S10 3BT and the Hirer for the use of the premises at Notre Dame High School School.**

### **2. Terms used:**

“The School” means Notre Dame High School;

“The Hirer” means the person/company paying for the hire of premises;

“The Premises” means Notre Dame High School Fulwood Road, Sheffield, S10 3BT;

“Contract” means Contract of Agreement, a separate document specific to each hire agreement.

### **3. General Conditions & Responsibilities**

3.1. No letting will be accepted which may bring the name of the school into disrepute because of activities taking place during a letting.

3.2. Good order shall be kept at all times and access inside and outside the premises shall not be obstructed at any time. Officers of the School may inspect the premises at any time during the let.

3.3. The Hirer must ensure that children are supervised at all times.

3.4. The Hirer will ensure that noise levels are kept within reasonable levels and that no nuisance is caused to neighbours.

3.5. No structure or stand is to be erected without prior written consent of the Headteacher or his delegated representative.

3.6. No external advertising on the school premises is permitted. Advertising leaflets may be permitted, subject to approval by the Headteacher.

3.7. Any apparatus, equipment or furniture brought on to the premises must be removed on completion of the letting, unless there has been specific written agreement for alternative arrangements. The Hirer is responsible for ensuring that all electrical items are PAT tested. Any such equipment is used at the Hirer's own risk

3.8. By law, the School operates a No Smoking Policy throughout the premises and grounds.

3.9. The School reserves the right to exclude any person from the building should their behaviour be deemed by the School to be unacceptable.

3.10. In the event of poor or unacceptable behaviour from any of your members, the school reserves the right to cancel all bookings with immediate effect.

### **4. Use of Premises**

4.1. The Hirer is permitted to use the School Premises as defined in the Contract.

4.2. The Hirer may only use those areas defined in the Contract.

4.3. Any additional use will result in additional charges or in exceptional circumstances a termination notice.

4.4. The number of people attending must not exceed the room capacity or the agreed number of people on the application form.

4.5. The Hirer is not permitted to sub-let any part of the School premises.

4.6. A Contract of Agreement must be submitted for each hire (termly or annually, if appropriate).

4.7. The Hirer shall only use the accommodation for the purposes stated in the Contract and shall have a designated person in charge who will take responsibility for ensuring that these conditions are met. This person must be present at all times and shall identify him/herself to the School staff on arrival.

4.8. The school staff room and offices are out of bounds to all but school staff

### **5.0 Period of Hire**

5.1. As defined in the Contract, renewable subject to the mutual agreement of both parties.

5.2. For annual Contracts, the Hirer must submit its preferred calendar of usage for the following academic year by 1st July. Any unavoidable changes or cancellations of these dates must be notified to the School with a minimum of 72 hours' notice in writing, and may be subject to a charge at the School's discretion.

5.3. For annual Contracts, the Hirer must agree any special events with the school/other hirers before 1st July to ensure that there are no date clashes.

### **6.0 Charges**

6.1. For regular users, an invoice will be issued and is payable termly in advance.

6.2. For one off users, an invoice will be issued and is payable in advance.

6.3. For one off users, an indemnity payment, appropriate to the letting may be charged. This will be returnable if there is no damage or additional caretaking required after the hire.

6.4. Full payment must be completed at least two working weeks prior to the hire taking place.

6.5. The charges will be defined in the Contract.

### **Review of Charges**

7.1. In general, the cost of hiring the School will be reviewed annually and will be effective from 1st September.

7.2. The School reserves the right to amend the scale of charges at any time. An increase in hiring charges shall not affect bookings where fees have already been received, save where a booking is made more than six months before the hiring date. The School may give written notice to the Hirers at least twelve weeks before the hiring

date of the new rate of charge. The Hirers will then be liable for the new rate of charge unless they give the School notice of cancellation at least six weeks before the hiring date, in which case the booking fee will be refunded.

### **Access Times**

8.1. Access times will be as defined in the Contract, which means no person associated with your hire must be on the premises outside the times agreed in the Contract.

8.2. All activity must take place within the times defined in the Contract.

8.3. All preparation, cleaning and making good must be completed within the times allocated to the hire.

8.4. Any overstaying or early arrivals will result in additional charges or in exceptional circumstances a termination notice.

### **9. Safeguarding**

9.1. The school takes safeguarding extremely seriously and expects the Hirer to take the same levels of responsibility. A safeguarding policy must be in place, where appropriate, and provided to the school at the beginning of each academic year.

9.2. At the beginning of each academic year, where appropriate the hirer must provide:

- i. Full details of DBS status for all staff where the hirer is responsible for people aged under 18
- ii. A relevant declaration where the hirer is responsible for people aged under 8. (<https://www.gov.uk/government/publications/disqualification-under-the-childcare-act-2006>)
- iii. A current copy of the hirer's Public Liability Insurance
- iv. Details of first aiders and their expiry date

9.3. Notre Dame High School must be informed immediately if there are any concerns relating to the safeguarding of children.

### **10. Health and Safety**

10.1. The Hirer must have staff with current and relevant First Aid qualifications in attendance, where appropriate.

10.2. The Hirer must have First Aid materials for general use, although the School will allow access to the use of a telephone in the event of an emergency.

10.3. The Hirer must familiarise themselves with the procedures in place in the event of a fire.

10.4. The Hirer must have an evacuation process and assembly point for helpers and guests.

### **11. Use of School Equipment**

11.1. If requested in the Contract, the Hirer is permitted to use chairs and tables in rooms.

11.2. Tables, chairs and other school property used by the Hirer must be returned to their original position and in good order. Whiteboards must be wiped clean and left in good order.

11.3. The Hirer should not assume that equipment in the School forms part of the let. The Business Manager's permission must be sought by the Hirer to move and/or use any school equipment, tables, chairs, screens, staging blocks, etc. The use or movement of a piano is granted only on special application.

11.4. The Hirer must apply to the School's Technical Manager to access the School's network and computers.

11.5. Where network access has been granted, the Hirer will be required to pay an additional charge to cover use of and any damage to this equipment.

11.6. The Hirer may not connect their own devices to the School's Network without prior written approval from the School's Technical Manager.

11.7. Projector whiteboards must not be written on or marked in any way and any damage to the whiteboards, projectors or connectors will be charged to the Hirer. The School reserves the right to withdraw this usage at any time

### **12. Sports facilities**

12.1 Please observe the following points in the sports areas:

- i. Outdoor shoes or black- soled shoes must not be worn in the sports hall or dance studio.
- ii. Food is not to be consumed in the sports hall or dance studio.
- iii. Please use the appropriate bins to deposit all rubbish
- iv. Please make sure that children are supervised at all times.
- v. Please use the designated side entrance to access the sports areas.

### **13. Food and drink**

13.1. The School promotes healthy eating and actively discourages the sale and provision of fizzy drinks, sweets and unhealthy snacks on the premises.

13.2. Food and drink is ONLY to be consumed in the Dining Rooms or in other areas only by prior agreement.

13.3. Drinking water will be available.

13.4. Chewing gum and smoking are banned on the school site.

13.5. If alcohol is to be sold or consumed on the premises, the appropriate licence must be obtained by the Hirer – see Licensing.

### **14. School Kitchen**

14.1. Use of the Kitchen or Kitchen equipment for cooking or preparation of food is NOT permitted.

14.3. No portable cooking equipment will be allowed on the premises without prior written consent.

## **15. Photocopier**

15.1. Copyright fees due in respect of musical works, plays or other work, including photocopying of books and other materials, where copyright exists are the responsibility of the Hirer.

## **16. Insurance**

**16.1.** The school uses the Risk Protection Arrangement (RPA) for Academies, rather than traditional commercial insurance, who will provide an indemnity to any person or organisation to which the School has hired rooms **where that person or organisation does not have (or would be expected to have) public liability insurance.**

16.2. This cover is to the extent of:

- i. repair/replacement costs of damage to property owned by or the responsibility of the School and
- ii. an indemnity in relation to legal liabilities incurred by the School for death or injury to third parties (including pupils)
- iii. loss or damage to third party property
- iv. death or injury to employees.

16.3. The RPA excludes theft cover by any person lawfully on the premises.

16.4. The RPA will not provide cover for any property or liabilities of large groups or organisations who are hiring the premises and such groups **must** provide evidence of appropriate third party public liability insurance prior to booking confirmation.

16.5. Any additional cover required will be the responsibility of the Hirer.

## **Loss, Damage and Safety**

17.1. The school shall not be liable for any loss, theft or damage in respect of the property of the Hirer or any person coming onto the premises as a result of the letting.

17.2. In the event of injury or loss, the Hirer shall give notice in writing to the School within 24 hours of knowledge of any such matter.

17.3. The School will recover costs for any damage to the school caused by your hire or one of your members.

## **18. Licensing**

18.1. If your hire requires a Temporary Event Licence (e.g. sale by retail of alcohol, the provision of regulated entertainment or the provision of late night refreshment), a copy of the licence must be supplied to the Business Manager at the time of payment.

18.2. If you transmit or perform any music as part of your activity, you will need to hold a Phonographic Performance Limited (PPL) / Performing Rights Society (PRS) licence. This is your responsibility and a copy of the licence must be supplied to the Business Manager at the time of payment.

18.3. Any other required licensing is your responsibility and a copy of the licence must be supplied to the Business Manager at the time of payment.

## **19. Cleaning**

19.1. The premises shall be left by the Hirer as found, otherwise caretaking costs will be incurred and these will be recharged to the Hirer. A minimum charge will be made of £50.

19.2. The Hirer must ensure that all areas used are left clean and tidy with all litter placed in the appropriate bins in the bin store.

19.3. There shall be no defacement or alteration to any part of the accommodation or to the furniture or fittings.

## **20. Notice to Terminate – Long term hires**

20.1. Other than the exceptions noted below in paragraphs (a) and (b), twelve months' notice of termination shall be given in writing by either the School or the Hirer:

(a) If the Hirer repeatedly fails to rectify or resolve any problem(s) advised to them by the School, the Hirer must be notified in writing and a reasonable period of time given to allow the Hirer to correct the problem. Thereafter, and in the event that corrective action has not been taken by the Hirer within the time frame specified, the School shall issue a final written warning notice giving the Hirer 14 days to correct the problem(s). If, at the expiry of this final period, corrective action is not completed by the Hirer, the School shall be entitled to immediately issue three months notice of termination of the agreement.

(b) if, in the event of circumstances beyond its reasonable control, the Hirer finds that it can no longer perpetuate the agreement, the Hirer will be entitled to issue three months' notice of termination.

## **21. Notice to Terminate – short term hires (less than 12 weeks).**

21.1. Other than the exceptions noted below in paragraphs (a) and (a), twelve weeks' notice of termination shall be given in writing by either the School or the Hirer:

(a) If the Hirer repeatedly fails to rectify or resolve any problem(s) advised to them by the School, the Hirer must be notified in writing and a reasonable period of time given to allow the Hirer to correct the problem. Thereafter, and in the event, that corrective action has not been taken by the Hirer within the time frame specified, the School shall issue a final written warning notice giving the Hirer 14 days to correct the problem(s). If, at the expiry of this final period, corrective action is not completed by the Hirer, the School shall be entitled to immediately issue one month's notice of termination of the agreement.

(b) if, in the event of circumstances beyond its reasonable control, the Hirer finds that it can no longer perpetuate the agreement, the Hirer will be entitled to issue three months' notice of termination.

## **22. Cancellation**

22.1. The school reserves the right to cancel any let or restrict the use of the premises where the business of the school takes priority.

22.2. Any cancellation by the Hirer within two weeks of the hire will be subject to a 50% levy of the hire fee.

22.3. If, in the event of unforeseen circumstances, the school is forced to cancel a hire, all possible alternatives will be discussed. If no agreeable alternative can be reached a full refund will be payable.

22.4. If, in the event of unforeseen circumstances, either party is forced to cancel a hire, immediate communication must take place. Contact details must be provided for this purpose.

**Name of Hirer:**

**Signature of Hirer:**

**Date:**